

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Collins Anderson Philp Public Affairs	6124

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the period ending \_\_\_\_\_

☐ Other purpose (*specify*) \_\_\_\_\_

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Revised Exhibit B to Registration Statement attached.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

See attachment.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

September 06, 2012

/s/ James C. Anderson

eSigned

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**CAP PUBLIC AFFAIRS  
INDEPENDENT CONTRACTOR AGREEMENT  
PROGRESSIVE ANGOLA, INC.**

This Independent Contractor Agreement is made effective as of February 2, 2012, by and between CAP Public Affairs (hereafter known as "Consultant" or "CAP Public Affairs") and Progressive Angola, Inc. (hereafter known as "Progressive Angola") for professional services.

**1. Independent Contractor**

A. **Legal Status.** It is the express intention of both parties that the Consultant shall remain an independent contractor and not an employee of Progressive Angola. Unless formally agreed in a separate written agreement, nothing in this Agreement or the course of conduct of the parties shall be interpreted as creating an employer/employee relationship.

B. **Liability.** Consultant agrees to assume exclusive liability for any and all taxes, assessment, levies or fines which may be deemed owed by it, or to any employee or contractor of Consultant as a result of performance of Services pursuant to this Agreement.

C. **Taxes, Etc.** It is understood and agreed that Progressive Angola will not be responsible for the payment or withholding of federal, state, and/or local taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workman's compensation benefits, and other similar personnel costs incurred by Consultant in connection with this Agreement.

**2. Duties and Term**

2.1 **Duties.** During the term of this agreement, James C. Anderson (hereafter known as "Anderson") of CAP Public Affairs shall be expected to oversee all aspects of Progressive Angola, including but not limited to managing Progressive Angola's vendors and consultants, fundraising, implementing Progressive Angola's strategies and activities, serving as primary spokesman for Progressive Angola, and developing and implementing Progressive Angola's public relations plans.

2.2 **Term.** The term of this agreement shall commence on February 2, 2012. The Parties may terminate this Agreement upon 30 days written notice. The Termination Date shall not affect Consultant's right to payment of any amount earned prior to termination and due under Section 3 of this Agreement.

**3. Compensation and Expenses**

3.1 **Compensation.** Progress for Angola agrees to pay Consultant, as compensation for services rendered, a total of \$520,750; to be paid quarterly in the amount of \$130,187.50 per quarter.

3.2 Expenses. Progressive Angola agrees to reimburse Consultant for all reasonable expenses incurred in performing his duties.

**4. Compliance Responsibilities**

Consultant represents to Progressive Angola that it is knowledgeable of Progressive Angola's potential compliance and legal obligations pursuant to Section 501(c)(4) of the Internal Revenue Code, and the Foreign Agent Registration Act, and agrees to comply with all applicable laws in respect to the performance of the Services under this Agreement and to consult with Progressive Angola's legal counsel in the event Consultant has questions regarding the application of any provision of Federal law to the Consultant's Services for Progressive Angola.

**5. Indemnification**

Consultant shall indemnify and hold Progressive Angola, its employees, directors, officers, agents, and volunteers harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or attributable to Consultant's negligent performance or nonperformance under the terms of this Agreement.

**6. Confidentiality; Return of Progressive Angola Materials**

6.1 Confidential and Proprietary Information. All matters between the Parties, including but not limited to the provisions of this Agreement; Progressive Angola's mailing or donor lists; individual contribution histories; polling data; financial reports; research; solicitation materials or techniques; and any other materials or methodologies which Consultant may come in contact with and/or which are received from or through Progressive Angola, its employees or agents, ("the Materials") are, were and shall remain the proprietary and confidential property of Progressive Angola and shall not be transferred, communicated or delivered to any third party, whether or not for compensation, without the prior express written consent of Progressive Angola.

6.2 Return of the Materials. Upon the termination or expiration of this Agreement, Consultant agrees to return to Progressive Angola the Materials, and all copies thereof, and to retain no copies thereof.

**7. Conflict of Interest**

Consultant agrees to notify Progressive Angola of any existing or potential conflicts of interest related to services provided under this Agreement. Consultant represents that Consultant's prior work presents neither the actuality nor the appearance of any such conflicts.

**8. Ownership of Materials**

8.1 Progressive Angola Exclusive Ownership. Absent any explicit written agreement to the contrary which has been executed between Consultant and Progressive Angola, signed by an authorized representative of Progressive Angola, and appended hereto, Progressive Angola retains and reserves the rights of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from Consultant's creativity, except for pre-existing materials purchased by Consultant for Progressive Angola. Consultant and Progressive Angola agree that the work described in Section 2 will be considered a "work for hire" for the purpose of the United States Copyright law, 17 U.S.C. § 101 *et seq.* and that, accordingly, Progressive Angola is the owner of all copyright rights in the work. Consultant hereby assigns any and all property and exclusive ownership rights in Consultant's work to Progressive Angola.

**9. Choice of Law**

Progressive Angola and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

**10. Attorneys' Fees**

In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such suit, including reasonable attorneys' fees.

**11. Headings**

The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

**12. Severability**

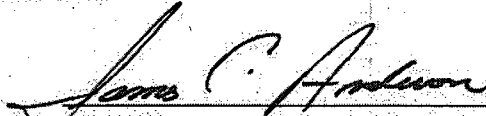
If any of the terms or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates noted by each below. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute a single executed original.

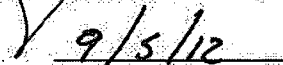
**CAP PUBLIC AFFAIRS**

BY: James C. Anderson

SIGNATURE:



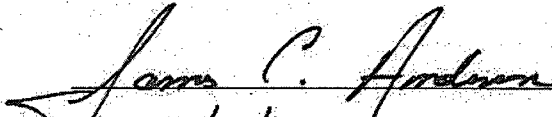
DATE:



**PROGRESSIVE ANGOLA, INC.**

BY: JAMES C. ANDERSON

SIGNATURE:



DATE:



**ADDENDUM**

**INDEPENDENT CONTRACTOR CONFIDENTIALITY PLEDGE**

I, JAMES ANDERSON, affirm that during the term of my Agreement to provide services to Progressive Angola, Inc. ("Progressive Angola"), I may become aware of or familiar with confidential or proprietary materials or information, and I agree that I shall not share such materials or information with any outside individuals whatsoever unless granted explicit permission by Progressive Angola. "Confidential or proprietary materials or information" shall include but not be limited to donor lists, fundraising totals, fundraising goals, and overall strategy, as well as all services performed or requested under this Independent Contractor Agreement.

I understand that all materials or information I view, read, examine or assemble during the term of my Agreement to provide services to Progressive Angola, whether or not I participate in the construction of such materials or information, are and shall remain the intellectual property of Progressive Angola.

I understand that if I fail to abide by these policies, Progressive Angola, and its officers reserve the right to pursue any and all permissible avenues of legal action against me.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (print): \_\_\_\_\_

**CAP PUBLIC AFFAIRS  
INDEPENDENT CONTRACTOR AGREEMENT  
PROGRESS FOR ANGOLA, INC.**

This Independent Contractor Agreement is made effective as of February 6, 2012, by and between CAP Public Affairs (hereafter known as "Consultant" or "CAP Public Affairs") and Progress for Angola, Inc. (hereafter known as "Progress for Angola") for professional services.

**1. Independent Contractor**

**A. Legal Status.** It is the express intention of both parties that the Consultant shall remain an independent contractor and not an employee of Progress for Angola. Unless formally agreed in a separate written agreement, nothing in this Agreement or the course of conduct of the parties shall be interpreted as creating an employer/employee relationship.

**B. Liability.** Consultant agrees to assume exclusive liability for any and all taxes, assessment, levies or fines which may be deemed owed by it, or to any employee or contractor of Consultant as a result of performance of Services pursuant to this Agreement.

**C. Taxes, Etc.** It is understood and agreed that Progress for Angola will not be responsible for the payment or withholding of federal, state, and/or local taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workman's compensation benefits, and other similar personnel costs incurred by Consultant in connection with this Agreement.

**2. Duties and Term**

**2.1 Duties.** During the term of this agreement, James C. Anderson (hereafter known as "Anderson") of CAP Public Affairs shall be expected to oversee all aspects of Progress for Angola, including but not limited to managing Progress for Angola's vendors and consultants, fundraising, implementing Progress for Angola's strategies and activities, serving as primary spokesman for Progress for Angola, and developing and implementing Progress for Angola's public relations plans.

**2.2 Term.** The term of this agreement shall commence on February 6, 2012. The Parties may terminate this Agreement upon 30 days written notice. The Termination Date shall not affect Consultant's right to payment of any amount earned prior to termination and due under Section 3 of this Agreement.

**3. Compensation and Expenses**

**3.1 Compensation.** Progress for Angola agrees to pay Consultant, as compensation for services rendered, a total of \$520,750; to be paid quarterly in the amount of \$130,187.50 per quarter.



3.2 Expenses. Progress for Angola agrees to reimburse Consultant for all reasonable expenses incurred in performing his duties.

#### **4. Compliance Responsibilities**

Consultant represents to Progress for Angola that it is knowledgeable of Progress for Angola's potential compliance and legal obligations pursuant to Section 501(c)(3) of the Internal Revenue Code, and the Foreign Agent Registration Act, and agrees to comply with all applicable laws in respect to the performance of the Services under this Agreement and to consult with Progress for Angola's legal counsel in the event Consultant has questions regarding the application of any provision of Federal law to the Consultant's Services for Progress for Angola.

#### **5. Indemnification**

Consultant shall indemnify and hold Progress for Angola, its employees, directors, officers, agents, and volunteers harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or attributable to Consultant's negligent performance or nonperformance under the terms of this Agreement.

#### **6. Confidentiality; Return of Progress for Angola Materials**

6.1 Confidential and Proprietary Information. All matters between the Parties, including but not limited to the provisions of this Agreement; Progress for Angola's mailing or donor lists; individual contribution histories; polling data; financial reports; research; solicitation materials or techniques; and any other materials or methodologies which Consultant may come in contact with and/or which are received from or through Progress for Angola, its employees or agents, ("the Materials") are, were and shall remain the proprietary and confidential property of Progress for Angola and shall not be transferred, communicated or delivered to any third party, whether or not for compensation, without the prior express written consent of Progress for Angola.

6.2 Return of the Materials. Upon the termination or expiration of this Agreement, Consultant agrees to return to Progress for Angola the Materials, and all copies thereof, and to retain no copies thereof.

#### **7. Conflict of Interest**

Consultant agrees to notify Progress for Angola of any existing or potential conflicts of interest related to services provided under this Agreement. Consultant represents that Consultant's prior work presents neither the actuality nor the appearance of any such conflicts.

**8. Ownership of Materials**

8.1 Progress for Angola Exclusive Ownership. Absent any explicit written agreement to the contrary which has been executed between Consultant and Progress for Angola, signed by an authorized representative of Progress for Angola, and appended hereto, Progress for Angola retains and reserves the rights of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from Consultant's creativity, except for pre-existing materials purchased by Consultant for Progress for Angola. Consultant and Progress for Angola agree that the work described in Section 2 will be considered a "work for hire" for the purpose of the United States Copyright law, 17 U.S.C. § 101 *et seq.* and that, accordingly, Progress for Angola is the owner of all copyright rights in the work. Consultant hereby assigns any and all property and exclusive ownership rights in Consultant's work to Progress for Angola.

**9. Choice of Law**

Progress for Angola and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

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In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such suit, including reasonable attorneys' fees.

**11. Headings**

The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

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If any of the terms or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

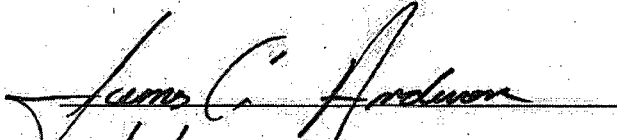
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates noted by each below. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute a single executed original.

**CAP PUBLIC AFFAIRS**

BY: James C. Anderson

SIGNATURE:

DATE:

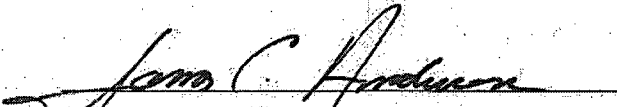
  
9/5/12

**PROGRESS FOR ANGOLA, INC.**

BY: JAMES C. ANDERSON

SIGNATURE:

DATE:

  
9/5/12

**ADDENDUM**

**INDEPENDENT CONTRACTOR CONFIDENTIALITY PLEDGE**

I, JAMES C. ANDERSON, affirm that during the term of my Agreement to provide services to Progress for Angola, Inc. ("Progress for Angola"), I may become aware of or familiar with confidential or proprietary materials or information, and I agree that I shall not share such materials or information with any outside individuals whatsoever unless granted explicit permission by Progress for Angola. "Confidential or proprietary materials or information" shall include but not be limited to donor lists, fundraising totals, fundraising goals, and overall strategy, as well as all services performed or requested under this Independent Contractor Agreement.

I understand that all materials or information I view, read, examine or assemble during the term of my Agreement to provide services to Progress for Angola, whether or not I participate in the construction of such materials or information, are and shall remain the intellectual property of Progress for Angola.

I understand that if I fail to abide by these policies, Progress for Angola, and its officers reserve the right to pursue any and all permissible avenues of legal action against me.

Signature: \_\_\_\_\_

James C. Anderson

Date: \_\_\_\_\_

9/5/12

Name (print): \_\_\_\_\_

JAMES C ANDERSON